### **Class Act Drama Centre Acting Courses Terms & Conditions**

# 1. Booking and Confirmation

- 1.1 Class Act Drama Centre can only accept bookings accompanied by a guarantee of payment and a completed application form. Application enrolment forms are provided at free taster sessions and open evenings. For online application enrolment forms see (7.1, 8.1, 9.1)
- 2.1 Class Act Drama Centre cannot accept bookings by telephone or "provisional" bookings.
- 3.1 Submission of an application enrolment form indicates the participant agrees to the terms and conditions set out and will be charged the appropriate full course fee.
- 4.1 Once guarantee of payment is received (by the signing of the application enrolment form), Class Act Drama Centre will endeavour to confirm bookings within three working days. This is dependent on the accuracy of information submitted in the application enrolment form by the applicant. Should no confirmation be received within this time it is the responsibility of the applicant to contact Class Act Drama Centre administration. A booking confirmation will be sent to you via email. A copy of the Terms & Conditions is available upon request.
- 5.1 Where there is over-subscription for a course, the order in which applications are received shall determine their priority (first come, first served basis).
- 6.1 Class Act Drama Centre reserves the right to refuse the application of an applicant.
- 7.1 Completing an online course enrolment form, or providing your agreement details and intention to commence a course via email, will be counted as binding and the equivalent of a signed paper application form.

- 8.1 Online Booking forms for Free Tasters and Open Evenings are not applications to start a class or course.
- 9.1 By making payment in full either online or at a Free Taster session you are accepting the full terms and conditions and are liable to pay for the full course whether you attend or not.
- 10.1 The Centre's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Once a student has accepted the offer of a place on a Centre's course they have the right to cancel acceptance by informing the Centre in writing within 14 calendar days after completing the online or manual registration (email correspondence confirming attendance and payment, online enrolment process and payment or completed paper enrolment form and payment) Cancellation within this period will entitle the student to be refunded any fees paid, although not including non-refundable deposits. The Centre retains the right to charge a proportion of the total course fee for cancellation after this period as indicated in section 3 of the Refund Withdrawal Policy.
- 11.1 At enrolment students are required to disclose medical and special educational needs that may impact their ability to participate fully in the course. Disclosed information is kept in the strictest of confidence in line with our GDPR policy. Our staff will firstly attempt to find a teaching solution for your concerns if needs are not disclosed until after the course has started. However, the centre cannot be held responsible for undisclosed conditions and any refund after the 14 days cancellation period would be at the Centre's discretion and dealt with on a case by case basis.

#### 2. Location and Start date/time

- 1.2 All courses commence on the date, time and at the location specified in the application confirmation.
- 2.2 Whilst confirmation instructions will include details about the

location of the course parking suggestions are made in good faith only. Participants parking arrangements are taken at their own risk.

### 3. Course Content and Prerequisites

- 1.3 All participants are required to fully familiarise themselves with the course contents.
- 2.3 The topics covered in a course are detailed in our adult class & course information. Applicants should ensure that the content is appropriate before booking.
- 3.3 Class Act Drama Centre tutors reserves the right to teach course content in a way that they deem effective, provided the methods used still meet the advertised description for that course.

## 4. Rescheduling or Cancellation by Class Act Drama Centre

1.4 Where a course is under-subscribed, Class Act Drama Centre reserves the right to change or cancel such a course. In the unlikely event of this happening, or of course cancellation through other unforeseen circumstances (e.g. illness) participants will be informed as soon as possible and offered an alternative course place or full refund. In the event of cancellation of a course, Class Act Drama Centre cannot be held responsible for non-refundable costs incurred such as travel and accommodation.

### 5. Events outside our control

- 1.5 Class Act Drama Centre will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 2.5 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or

threat or preparation for war; fire, explosion, storm, flood, severe snow, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

3.5 Class Act Drama Centre's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

### 6. Pricing

- 1.6 The fee for a place on a regional course is payable in pounds Sterling.
- 2.6 No cash alternative is available for participants who do not take classes that are part of a course.
- 3.6 No cash alternative is available for Free Taster sessions.
- 4.6 Courses cannot be paid for weekly
- 5.6 Instalment options can be agreed. Once the agreement is set-up participants are liable to pay all instalments upon agreed dates whether they attend or not.
- 6.6 Late starters will be offered the opportunity to attend a course at a discounted fee which is calculated pro-rata.
- 7.6 By making payment in full you are accepting the full terms and conditions.

## 7. Cancellation, Transfer and Failure to Attend Courses –

1.7 Once an application form has been submitted, any cancellation leaving an unfilled place (including non-attendance) will incur the

full course charge. Should a participant wish to transfer to a later course, notice must be given at least two weeks in advance of the original course and agreement will be at the discretion of Class Act Drama Centre's Head Office.

- 2.7 Late arrivals to a class will not be refunded.
- 3.7 Our staff will make every effort to enable late arrivals to access the teaching studio and will provide a contact telephone number to enable that access.
- 4.7 The Centre's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 please see section 10.1
- 5.7 For details on how to formally withdraw from a course please see our withdrawal policy.
- 6.7 If you have a concern, complaint or compliment please see our Complaints and Compliments Policy.

## 8. Copyright

- 1.8 All notes and handout materials developed by Class Act Drama Centre are for course participants only and are protected by copyright. They may not be reproduced wholly or in part without prior written consent from Class Act Drama Centre
- 2.8 Materials used during a course are to be used for the duration of the course only and should not be copied, emailed or distributed in any way.
- 3.8 Taking photos and or the use of video cameras throughout courses via any device is strictly prohibited and any participant who is found to have recorded any course footage will be reported to onsite security who will confiscate such technologies and delete data. Participants will then be asked to leave the course with immediate effect. Refunds will not be issued under these

circumstances. Please see our GDPR policy for further details.

- 4.8 The use of our logo or website imagery is strictly prohibited
- 5.8 To protect the copyright of all contributors (crew, actors & post production staff) filmed footage within Acting For Camera courses requires consent. Therefore student members undertaking filming courses will be required to complete a Contributor's Release form in order to participate in any class footage. A copy of the form is available upon request. Failure to complete a form will mean that a student member is unable to participate fully in the course or create footage for their show reel material. No refunds will be given for courses should a student member fail to complete the form in good time. Contributors release forms will be handed out by tutors on week one of the course. In the interests of fairness footage will still not be uploaded online in any format without the further express permission of a student member after viewing proposed release footage, consent will be collected in writing from all student members within the footage including production staff. Staff will endeavor to only choose the very best footage for marketing purposes online.

## 9. Confidentiality

- 1.9 Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause you shall keep in strict confidence all know-how, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us (or our employees, agents, consultants or sub-contractors) and any other confidential information concerning our business or the Course / Course materials which you may obtain.
- 2.9 Class Act Drama Centre tutors will not repeat any sensitive or personal information that is publically or privately shared /discussed by participants during the course and will expect all

participants to respectfully do the same with regards to their course peers. Please see our GDPR policy for further details.

#### 10. Local Conditions

- 1.10 Participants bringing along valuables and personal property do so at their own risk and are responsible for their safety. Class Act Drama Centre cannot be held liable for loss or damage to personal items.
- 2.10 All travel arrangements are the responsibility of participants. Teaching staff cannot facilitate local transport or other arrangements.
- 3.10 Class Act Drama Centre cannot take any responsibility for participants parking decisions in and around the teaching site. Please read parking signs carefully as clampers do operate within the area.
- 4.10 Class Act Drama Centre cannot take any responsibility for participants safety or journey to and from the teaching site.

#### 11. Course Content & Guarantees

- 1.11 Your success in building any career is dependent on a number of factors. We give no guarantee that by attending and/or completing our course that you will experience success in any business, industry or activity.
- 2.11 Class Act Drama Centre takes no responsibility for participants personal use of their teaching strategies after the course.
- 3.11 Class Act Drama Centre guarantees highly experienced and qualified teaching staff.
- 4.11 Notes can be supplied to participants for missed classes where relevant.

## 12. Participation

- 1.12 Class Act Drama Centre tutors will strive to create a positive and inclusive environment during their course and will expect participants to do the same.
- 2.12 Class ratios will range from a minimum of 5 students to a maximum of 20.
- 3.12 The Centre take no responsibility for behavior of individuals within your course nor undisclosed conditions. The Centre will however follow a termination procedure as outlined in section 13 if they deem an individual to be disruptive. Please keep tutors fully informed at your earliest convenience of any disruptive behavior by a class peer that tutors may not be aware of that could affect your studies.

#### 13. Termination

1.13 Class Act Drama Centre reserves the right to terminate the contract immediately without liability if you cause disruption during a class/course or take any action which brings us (or any of our employees, agents, consultants, sub- contractors, students) into disrepute or adversely affects our goodwill or reputation.

#### 14. Data Protection

1.14 You agree that we may use your personal data in accordance with and subject to the Data Protection Act 1998 and General Data Protection Regulation. Please see our GDPR policy for further details.

### 15. Health & Safety

1.15 Tutors will undertake a health and safety briefing at the beginning of each course.

2.15 Tutors will expect participants to undertake physical exercises as per their safety instructions and at their own risk.